| INVITATION TO BID | 0 100 | BIDS WILL BE PUBLICLY | OPENED: |
|---|--|--|--|
| STATE OF LOUISIANA | | MAR 17, 2010 | 10:00 AM |
| DIVISION OF ADMINISTRATION | | | |
| OFFICE OF STATE PURCHASING | | PURCHASING AGENCY NO. : | 107001 |
| ====> VENDOR NO. : SOLICITATION : 2238640 | | | |
| —— FILE NO. : Q42652L OPENING DATE : 03/17/10 | | | |
| 20.11.1 | | SEE NO. 8 BELOW. RET | TURN BID TO 10:00 AM |
| VENDOR NAME AND ADDRESS | | 2238640 03/17/10 | Q42652L |
| | | OFFICE OF STATE PURCHASI OFFICE OF STATE PURCHASI POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909 | NG NG 95 |
| FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII | | BUYER PHONE : (22 DATE ISSUED : 02/ REQ. AGENCY : 35/ DEPARTMENT OF SO AGENCY REQ. NO. : | LLIE CHRISTOPHER 25) 342-8024 /23/10 5079 FOLD HERE> OCIAL SERVICES 29590 |
| | | FISCAL YEAR : 10 CLASS/SUBCLASS : 310 SCHEDULED BEGIN DATE : 00/ | 024 |
| ENVELOPES, PLAIN, SIZE #10 PISTOL WINDO | W | | |
| WITH SCORED BANKER'S FLAP | ETED BY VENDOR | | |
| PLEASE REMOVE FROM THIS COMMODITY CODE. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WI DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHEI BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL | Y (30) DAYS. CASH DISC ILL NOT BE CONSIDERE TS, CASH DISCOUNTS W | D IN /ILL BE ACCEPTED AND TAKEN F REQUIRED. | |
| INSTRUCTION | IS TO BIDDERS | | |
| 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, I INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OF "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE. | ERASURES OR OTHER F DR AS OTHERWISE PRO | /IDED. BIDS CONTAINING "PAYMENT IN AL | FOLD HERE> |
| INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: N/A | | | |
| 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: | OR0 | <u>%</u> OF BID. | |
| 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPEC | | | ED WITH |
| BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STAPURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD | | | · |
| IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WI SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF | UT COLLUSION OR FRAU | ID. THIS BID IS TO BE MANUALLY SIGNED | IN INK |
| VENDOR PHONE NUMBER: TIT | LE | DATE | |
| SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED) | NAME OF | BIDDER OR PRINTED) | |

| STANDARD TERMS & CONDITIONS | INVITATION TO BID | |
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

| STANDARD TERMS & CONDITIONS | INVITATION TO BID | |
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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND

| SPECIAL | TERMS & CON | DITIONS | INVITATION TO BID | |
|--|---|--|---|------|
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| | TO THE ACCO | DUNTING DEPART | TTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TMENT OF THE USING AGENCY. INVOICES SHALL SHOW DISCOUNT AND SHALL BE SUBMITTED ON THE FORM. | |
| 4 | IN THIS CON COMPENSATION IN NO CASE THE CONTRAC PAYMENT IN EFFECT SHIP | NTRACT; SUCH IN OF FURNISHING WILL THE STATE OF THE INTERPOLUCY OF THE | BE MADE ON THE BASIS OF UNIT PRICE AS LISTED PRICE AND PAYMENT WILL CONSTITUTE FULL ING AND DELIVERING THE CONTRACT COMMODITIES. THE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO ALL ITEMS HAVE NOT BEEN DELIVERED. THIS YES THE CONTRACTOR OF HIS RESPONSIBILITY TO BALANCE OF THE ORDER. PAYMENT WILL BE TO HOWN ON ORDER. | |
| 5 | SOLICITATION FOLLOWING A ACT OF 1964 EXECUTIVE OF 1974, TITLE 1975, AND EMITH DISABLITS EMPLOYMENTERED INTOCOLOR, RELISTATUS, POIDISCRIMINATES STATUTORY OF STATUTORY OF STATUTORY OF STATUS, STATUTORY OF STATUTORY | ON, THE BIDDER AS APPLICABLE: A, AS AMENDED ORDER 11246, THE E IX OF THE EI BIDDER AGREES ILITIES ACT OF MENT PRACTICES TO AS A RESULT TION COMMITTEE OBLIGATIONS WE NOF ANY CONTE | IGHTS LAWS. BY SUBMITTING AND SIGNING THIS R AGREES TO ABIDE BY THE REQUIREMENTS OF THE TITLE VI AND TITLE VII OF THE CIVIL RIGHTS BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL THE FEDERAL REHABILITATION ACT OF 1973, AS A VETERAN'S READJUSTMENT ASSISTANCE ACT OF DUCATION AMENDMENTS OF 1972, THE AGE ACT OF TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS F 1990. BIDDER AGREES NOT TO DISCRIMINATE IN SO, AND WILL RENDER SERVICES UNDER ANY CONTRACT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, EXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATION, OR DISABILITIES. ANY ACT OF DBY BIDDER, OR FAILURE TO COMPLY WITH THESE HEN APPLICABLE, SHALL BE GROUNDS FOR RACT ENTERED INTO AS A RESULT OF THIS | |
| 6 | A PREFERENC GROWN, OR A DO YOU CLAI | CE MAY BE ALLO ASSEMBLED IN 1 IM THIS PREFER | NCE WITH LOUISIANA REVISED STATUTES 39:1595, DWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY. RENCE? YES | |
| | SPECIFY LOC | CATION WITHIN | LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED: | |
| | (NOTE: IF | MORE SPACE IS | S REQUIRED, INCLUDE ON SEPARATE SHEET.) | |
| | DO YOU HAVE | E A LOUISIANA | BUSINESS WORKFORCE? YES NO | |
| | | | HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS? | |
| | YES | NO | | |
| | | | | |

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FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

- 7 ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.
- 8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

9 PRE-PRODUCTION SAMPLES:
A TOTAL OF FIVE HUNDRED (500) SAMPLES FOR THE #10 PISTOL WINDOW
ENVELOPE IS REQUIRED. THESE SAMPLES SHALL BE THE EXACT ENVELOPE IN
EVERY ASPECT THAT THE SUCCESSFUL BIDDER INTENDS TO SUPPLY TO THE
AGENCY IF AWARDED THE CONTRACT. THESE PRE-PRODUCTION SAMPLES MUST BE
RECEIVED WITHIN FIVE (5) DAYS OF THIS REQUEST. FAILURE TO COMPLY
SHALL DEEM YOUR BID NON-RESPONSIVE.

SAMPLES ARE TO BE FURNISHED AT THE VENDOR'S EXPENSE. THE PACKAGE SHOULD BE CLEARLY LABELED WITH THE SOLICITATION NUMBER (2238640) AND SENT TO:

DEPARTMENT OF SOCIAL SERVICES OFFICE OF FAMILY SUPPORT, IBERVILLE BLDG. ATTN: THERESA LOW 627 NORTH 4TH STREET, ROOM 5-220 BATON ROUGE, LA 70802

ANY UNUSED SAMPLES WILL BE RETAINED AT THE USING AGENCY FOR THE PURPOSE OF RECEIVING THE MERCHANDISE, IF AWARDED. ANY PART OF THE MERCHANDISE RECEIVED AS A RESULT OF THE AWARD THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE.

10 THE AGENCY RESERVES THE RIGHT TO REPURCHASE THE EXACT QUANTITY OF THIS ITEM AT THE PRICE QUOTED, FOR THE PERIOD OF ONE (1) YEAR FOLLOWING ISSUANCE OF THE P.O. SHOULD A LESSER QUANTITY BE DESIRED, PRICES AS QUOTED BELOW WOULD APPLY. ANY REPURCHASE WOULD BE CONTINGENT UPON THE VENDOR'S AGREEMENT AT TIME OF REPURCHASE AND WOULD BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL ORDER.

| 750,000 | TO 1,000,000 | \$ |
|-----------|--------------|----|
| 1,000,001 | TO 1,500,000 | \$ |

11 EVERY ITEM BID SHOULD HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH

| SPECIAL TERMS & CONDITIONS | INVITATION TO BID | |
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THE SPECIFICATIONS. THE ABOVE REQUIREMENTS INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

- 12 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.
- 13 THE PURCHASING AGENCY RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED MERCHANDISE FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF MERCHANDISE FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE MERCHANDISE IS IN COMPLIANCE, COST OF ALL TEST WILL BE PAID BY THE USING AGENCY.
- 14 IT SHALL BE DISTINCTLY AGREED AND UNDERSTOOD THAT THE PRICE QUOTED MUST BE A FIRM PRICE, AND NOT BE SUBJECT TO CHANGE AT TIME OF SHIPMENT.
- 15 BID PRICES MUST BE FIRM FOR A PERIOD OF SIXTY (60) DAYS FROM DATE OF BID OPENING.
- 16 ALL ART, COLOR SEPARATIONS, FILM, NEGATIVES, TAPES, FLOPPY DISKS, SPECIAL PLATES AND DIES ARE TO BECOME THE PROPERTY OF THE STATE OF LOUISIANA. SUCCESSFUL VENDOR IS TO FORWARD THESE TO THE AGENCY UPON COMPLETION OF THIS JOB.
- 17 OVERRUNS AND UNDERRUNS-UNDER ORDINARY CONDITIONS, THE STATE OF LOUISIANA WILL APPROVE AN UNDERRUN OR OVERRUN NOT TO EXCEED:

| UP | TO | 50,000 | - | 10% |
|---------|-----|---------|---|-----|
| 50,001 | TO | 100,000 | - | 8% |
| 100,001 | TO | 300,000 | - | 4% |
| 300,001 | TO | 500,000 | - | 3% |
| 500,001 | AND | OVER | - | 2% |

18 QUALITY OF WORKMANSHIP AND STOCK-ALL ARTICLES FURNISHED AND WORK DONE MUST BE OF A FIRST CLASS QUALITY. THE USE OF POOR TYPE, POOR PRESSWORK OR THE USE OF A DIFFERENT COLOR OF INK FROM THAT ORDERED, INFERIOR BINDING, INFERIOR QUALITY OR MIS-MATCHED PAPER STOCK, A LESSER GRADE OF PAPER THAN THAT ORDERED, OR ANY OTHER DISCREPANCIES WILL BE SUFFICIENT CAUSE FOR THE REJECTION OF THE WORK AND FOR REFUSAL OF PAYMENT UNTIL THE CONTRACT CONTROVERSY IS RESOLVED.

| UNIT M | UNIT PRICE | EXTENDED TOTAL |
|--------|------------|----------------|
| | UNIT PRICE | EXTENDED TOTAL |
| М | | |
| M | | |
| | | |
| | | |

| RICE S | HEET | INVITATI | ON TO B | <u>ID</u> | | |
|-----------------------------|--|---------------------|---------|------------|---------|---------|
| UMBER PEN DATE NUMBER | : 2238640 : 03/17/10 TIME: 10:00 AM : | BIDDER: | | | | PAGE |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDE | D TOTAL |
| | DELIVERY BY MAY 3, 2010 SUCCESSFUL VENDOR MUST CALL THERESA LOW AT 225/342-1502 OR EMAIL: THERESA.LOW@LA.GOV FIFTEEN (15) DAYS PRIOR TO DELIVERY. | | | | | |